

LEASE - RENTAL AGREEMENT & DEPOSIT RECEIPT

Received from:

William Li, Max Phillips

(individually / jointly and severally) hereinafter referred to as Tenant, the sum of: \$3,750.00, evidenced by CASHIER'S CHECK or MONEY ORDER, as a deposit which upon acceptance of this rental agreement, the Owner of the premises, hereinafter referred to as Owner/Agent, c/o Lapham Company, Inc. shall apply said deposit as follows:

Payable Prior to Occupancy:				
Rent:	\$2,750.00	Other:	Total:	12-Month Lease Agreement
Parking				
Deposit:	\$1,000.00		\$3,750.00	

Pro-Rated Rent due for the second month: \$2,750.00, due: 7/1/2024

Tenant hereby offers to rent from the Owner upon the following terms and conditions, the premises situated in the City of, Berkeley County of Alameda State of California, commonly known as:

2415 College Avenue - Berkeley, CA 94704 unit # 33 consisting of: 1 bedrooms/ 1 bathrooms.

1. TERMS: The term hereof shall commence on: June 1, 2024, and continue for 12 months, thereafter either party can terminate this agreement by Tenant giving 30 days advance written notice to Lapham Co. Inc. and Lapham Co. Inc. giving 60 days advance written notice to the Tenant. Tenant must pay rent during the notice period and cannot apply security deposit to rent. In the event this lease is broken by the Tenant prior to the end of the first 12 months, then Tenant agrees to pay advertising costs & administrative fees equal to 1/2 of one month's rent of the subject premises and Tenant is responsible for all rent payments due until the commencement date of a new lease. Tenant is also responsible to refund any rent concession. Rental rate may adjust after the initial 12 month term pursuant to local ordinance.

2. RENT: Rent shall be: \$2,750.00 per month + parking: {Parking is not available at this time parking space # n/a}, payable in advance, upon the 1st day of each calendar month to the Owner or authorized agent, at the following address: The Lapham Company, 4844 Telegraph Avenue, Oakland CA. 94609, 510-594-7600, or at such other places as may be designated by the Owner from time to time. In the event rent is not received by the fifth (5th) day of the month, Tenant agrees to pay a late charge of \$50.00. The parties agree that this late fee is presumed to be the amount of damage sustained by late payment of rent. It would be impracticable or extremely difficult to fix the actual damage. This sum represents a reasonable endeavor by the Owner/Agent to estimate fair average compensation for any loss or cost that may be sustained as a result of late payment of rent. Pursuant to California law, if Tenant passes a check on insufficient funds, Tenant will be liable to Owner/Agent for the amount of the check and a service charge of \$25.00 for each check passed on insufficient funds. After move-in funds are paid in certified funds, monthly rent is payable by personal check, tenant portal and/or certified funds.

Cash is not accepted. Rent payments may be mailed or delivered to the main office listed above during normal business hours. Monday – Friday, 9:00am – 12:00pm and 1:00pm – 5:00pm. There shall be a charge of \$25.00 for any three-day notice to pay rent that is served on Tenant. Dishonored checks will not be re-deposited and must be replaced with cashiers check or certified funds only. In the event of a second dishonored check, all subsequent payments must be made in Certified Funds. All funds for a given month paid after the 15th must be in certified funds. Rental payments are first applied toward past due rent, late fees, legal service fees, damages during occupancy and interest, and then applied toward current rent.

3. SECURITY DEPOSIT TERMS: Owner/Agent hereby acknowledges receipt of a security deposit in the amount of \$ \$1,000.00 which, when combined with all other advanced deposits herein, does not exceed two months rent for and unfurnished unit or three months rent for a furnished unit. The security deposit shall cover: defaults in the payment of rent, cost to repair damages to the premises caused by Tenant, exclusive of ordinary wear and tear and/or to clean the premises, if necessary, upon termination of the tenancy in order to return the unit to the same level of cleanliness it was in at the inception of the tenancy, and/or to restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear. Owner may, but shall not be obligated to apply all or portions of said deposit on account of Tenant's obligations hereunder. Tenant shall not have the right to apply the Security Deposit in payment of any or the last month's rent. See Paragraph 15 for instructions regarding refund of Security Deposit.

4. UTILITIES: Tenant shall be responsible for all utilities and services and agrees to make full payment for same, except Water and Garbage which shall be paid by Owner/Agent. Individual metering for water, in the event that such is the case, at which time tenant is responsible for payment, is subject to verification as a condition of this lease. Tenant shall also be responsible for any phone installation. Owner/Agent warrants one phone line to be in proper working order. Applicable utilities (PG&E) must be transferred into Tenant's name for billing purposes prior to date of occupancy and as of the start date if this agreement. A \$25.00 administrative fee will be charged to Tenant if Owner/Agent is billed for utilities which are the Tenant's responsibility to pay under the terms of this lease. Tenant(s) Initials In the event that electric and/or natural gas service is charged to Owner/Agent due to master metering, then Tenant's prorata portion of said service(s) shall be: per month, subject to periodic audit, and subject to annual adjustments at the same annual rate of adjustment set forth in the local city ordinance. The subject property is serviced by a third party resident utility billing service for the following utilities:

5. USE, OCCUPANCY AND MAINTENANCE OF THE PREMISES: Tenant shall use the premises for residential purpose only. Only parties listed as Tenant herein shall occupy the premises and the premises shall be used as residence for the following person's: William Li, Max Phillips

Tenant agrees not to allow any excessive noise or activity on the premises which disturbs the peace and quiet enjoyment of neighbors. If there are hardwood floors, the tenant agrees to cover 70% of the floor area including under all beds to minimize noise. Tenant agrees to keep the dwelling unit in a clean and sanitary condition and, if the dwelling unit described herein is a single family dwelling or duplex, to take proper care of any surrounding grounds including lawns and shrubbery, keep the same clear debris, rubbish, and unsightly materials and not to commit or allow commission of waste upon the premises. Tenant shall not violate any governmental law or ordinance relating to the use of the premises. * See house rules herein which are a material part of this lease and may change from time to time with proper advance 30 day notice.

GUESTS: Tenant's guests may not stay at the subject apartment for longer than a total of 15 days in any 12 month period unless they get prior consent from the Owner. Guests who will be staying longer than 15 days in any 12 month period must fill out a rental application, pay applicable application processing fees and on approval, execute a new lease for the demised premises, which new lease is subject to a revised rental rate. Tenant may have a maximum of two guests staying with them at any given time. Guests are expected to conduct themselves in the same manner as required of building Tenants. The owner or his agent of this building reserves the right to ask any guest who violates these guest guidelines to leave the premises. Violations of guest rules could result in appropriate action against the tenancy of the Tenant who is responsible for the guest being on the premises.

6. DAMAGE TO THE PREMISES: Tenant shall be liable for the cost of repairs of any damage to the premises caused by the Tenant or any person on the premises with Tenant's consent. The cost of such repair may, at the option of the Owner/Agent, be deducted by Owner/Agent from any security deposit made by the Tenant; and Tenant agrees to replace such expended portion of the security deposit within five (5) days from receipt of notice by Owner/Agent. All repairs under this section shall be properly completed in a reasonable amount of time, for a reasonable cost. Tenant agrees, in consideration of this rental, to be responsible for all glass breakage, and blocked primary drains pertaining to this unit due to Tenant or Tenant guest/invitee caused breakage or blockage.

7. ALTERATIONS/ SIGNS : Except as provided by law, Tenant shall not make any alterations, repair, decoration, or paint any part of the premises without prior written consent of Owner. Tenant shall not publicly post or mount any sign or exhibit on the premises. Tenant shall not cause or allow waste to accumulate on the subject premises or the common areas associated with said premises.

8. ENTRY / INSPECTIONS: Owner/Agent may enter the premises with consent of Tenant or upon prior reasonable advance written notice to Tenant (24 hours shall be deemed reasonable advance notice) for the purpose of making periodic inspections of smoke detectors/ fire safety equipment, repairs, alterations, additions or to show the premises to prospective tenants, purchasers or mortgagors, or as provided in applicable Civil Code. Entry shall be during normal business hours. For the purpose of this paragraph, regular business hours shall be defined as 9:00AM to 7:00 PM, Monday through Friday and 10:00 AM - 5:00 PM on Saturday and Sunday. In the event of emergency (such as fire or plumbing leak, etc.) Owner/Agent may enter the premises without consent or prior notice. Owner/Agent shall have duplicate or master keys to all locks upon the premises, and Tenant may not change locks without providing a copy of the new key to Owner/Agent.

9. SUBLEASING / ASSIGNMENT / LIENS : Tenant shall not add or substitute Tenants, sublet the premises, license/licensing the premises, or assign this Agreement without prior written consent of Owner/Agent. Any changes in the Tenant(s) named on this agreement will require a new lease agreement and will establish a new tenancy at a new rental rate equivalent to the current asking rate for this type of rental unit. Tenant further agrees not to allow any lien or encumbrance to be placed upon the premises arising out of any transaction to which Tenant is a party without Owner/Agent's prior written consent.

10. MULTIPLE OCCUPANCY : Tenant acknowledges that this Agreement is between Owner/Agent and Tenant. Each Tenant executing this agreement jointly and severally shall be responsible for payment of rent and all other provisions of this Agreement. No person other than those mentioned herein may occupy the subject premises. Owner/Agent urges Tenant to obtain a policy of Renter's Insurance at Tenant's expense. Residents are expected to cooperate with each other in resolution of any potential disputes and are encouraged to use the services of a local dispute resolution service if they are having difficulty at dispute resolution on their own. Tenant recognizes and agrees that Owner is not in a position to be an arbiter of disputes between Tenant and other residents or neighbors of Tenant, and that it is unfair and impractical to demand that Owner take sides between them or use Owner's authority against one resident for the benefit of another. Therefore, Tenant agrees that under no circumstance will Owner be required to take any sort of action whatsoever as between Tenant and other resident to resolve disputes, nor shall Owner be required to evict, or threaten to evict, any resident because of a dispute with or demand by Tenant, and Owner's failure to do so shall not give rise to a claim against Owner for breach of Tenant's quiet enjoyment or any other cause.

11. HOLD HARMLESS AND WAIVER: No insurance is provided by Owner/Agent for Tenant's personal property. Tenant agrees to indemnify and hold Owner/Agent harmless and in no way accountable for any liability for personal injury or property damage caused or permitted by Tenant or any other person on the premises with Tenant's consent.

12. STORAGE LOCKERS: If the subject premises contains storage lockers for Tenant use, Tenant agrees not to store any personal property in the storage area valued in excess of \$100. Tenant shall supply their own lock and be responsible for the proper function and performance of same. Owner/Agent does not warrant security or assume any liability for lost, stolen, or damaged goods. Owner/Agent does not insure personal property, and Tenant is encouraged to do so.

13. DESTRUCTION OF PREMISES: If the premises becomes totally or partially destroyed during the term of this Agreement so as to seriously interfere with Tenant's occupancy, either party to this Agreement may terminate immediately upon delivery of written notice to the other.

14. ABANDONMENT: Tenant shall not vacate or abandon the premises prior to the expiration or termination of this Agreement. If Tenant does abandon, Owner/Agent shall have the right to re-entry pursuant to the laws of the State of California.

15. TERMINATION / SECURITY DEPOSIT REFUND: After the initial Lease terms, either party can terminate this agreement by Tenant giving 30 days advance written notice to Lapham Co. Inc. and Lapham Co. Inc. giving 60 days advance written notice to the Tenant. Notice must be prior and properly delivered written notice or as provided in applicable Civil Code or local ordinance. Upon termination of this Agreement by written notice pursuant to California law, Tenant shall without further notice from Owner vacate the premises, remove all personal property belonging to tenant, and leave the premise in as good and clean condition as existed upon commencement of occupancy by Tenant. All keys and garage door openers must be returned to Owner/Agent the day upon which Tenant vacates the subject premises as confirmation of actual date of said vacating. Owner, or Agent of Owner, shall complete a walk-through inspection of the subject premises upon Tenant's vacating, and a Move Out Inspection check list completed. Tenant shall receive an itemized disposition of security deposit list along with the refund of Tenant's security deposit less applicable charges (if any) as itemized by

Owner or Owner's agent within 21 days of vacating the subject unit. Tenant shall not leave garbage, furniture, packing material, or personal property in or near the garbage area when moving, or the cost of removal of garbage, furniture, packing material, or personal property shall be charged against Tenant's security deposit.

16. NOTICES: All notices required by this Agreement shall be **in writing** and delivered to the parties as follows; to Tenant at the leased premises. To Owner/Agent by service to The Lapham Co., Inc. , 4844 Telegraph Avenue, Oakland, CA. 94609. Notices shall be served consistent with the requirements under the Code of Civil Procedure.

17. RE-ENTRY / DEFAULT: Upon material breach of this Agreement or default by Tenant, Owner/Agent reserves the right of re-entry pursuant to legal proceedings required by then prevailing laws of the State of California.

18. RULES AND REGULATIONS: Tenant agrees to comply with all reasonable Owner/Agent rules and regulations which are applicable to all tenants and are in existence at the time of execution of this Agreement. Said rules are part of this Agreement as a lease addendum labeled HOUSE RULES. Tenant will also comply with any such rules and regulations adopted from time to time by Owner/Agent as long as they do not create a substantial change in the provisions of this Agreement.

19. WAIVER: Any waiver, including acceptance of rent by Owner/Agent, by either party hereto of any breach of this Agreement shall not constitute a waiver of subsequent breaches of this Agreement. The receipt by Owner of rent with the knowledge of any breach of a provision of this agreement shall not constitute a waiver of such breach.

- 20. PETS:** No pets, including animal, bird, fowl, or reptile, and no aquariums in excess of ten (10) gallons, are allowed on the premises without the prior written consent of the Owner, which consent must be in writing as addendum to lease and subject to the terms thereof. Owner consent is subject to additional deposit or additional pet rent.
- 21. LIQUID FURNITURE:** No liquid furniture of any kind is allowed on the premises without the prior written consent of Owner/Agent, and subject to prevailing laws of the State of California.
- 22. RIGHTS AND REMEDIES:** The parties to this Agreement shall have all the rights and remedies afforded them by the laws of the State of California or any local government therein.
- 23. MISCELLANEOUS:** The heading or titles to paragraphs herein are not part of this Agreement and shall have no effect upon construction or interpretation. For purposes of interpretation of this Agreement, the masculine shall include the feminine and the singular shall include the plural.
- 24. SEVERABILITY:** If any provision of this Agreement, or its application, is held invalid, it will not affect other provisions or applications herein which can be given full effect without the invalid provision or application. To this end all provisions of this Agreement are severable.
- 25. SMOKE DETECTOR AGREEMENT:** A smoke detector agreement is included herein as a lease addendum labeled SMOKE DETECTOR AGREEMENT. Tenant agrees to not disable or remove smoke detector(s), and to advise Owner/Agent immediately in the event a smoke detector is not in proper working order.
- 26. REPAIRS:** All requests for repair & maintenance shall be put in writing and delivered to the Owner/Agent or his Authorized Agent.
- 27. TIME:** Time is of the essence in each provision of this agreement.
- 28. REFUSE:** All trash is to be securely tied in bags by Tenant before placing trash in building trash containers.
- 29. PARKING:** If applicable, the parking space under this agreement is designated in paragraph #2 and is subject to all the terms of the Lease-Rental Agreement and in addition the following: Owner/Agent reserves the right to change the parking space to another space in the parking lot at any time. At no time may Tenant conduct any type of vehicle service, repair, or washing in the subject parking lot. Tenant is responsible to repair and remove any damage caused by leaking vehicle fluids. Tenant acknowledges that Owner/Agent provides no insurance for damage or loss to the vehicle or personal property of Tenant, and Tenant indemnifies Owner/Agent from any loss or damage to Tenant's vehicle whatsoever. Any vehicles parked in the subject property garage must have valid current state registration and insurance at all times, be fully operational, and be parked only in an approved parking space. Any vehicle that is not duly registered, non-operational, parked in an unauthorized area, in a parking space rented by another tenant, blocking access of egress of any other vehicle may be towed from the property with no further notice required. All costs associated with the towing of vehicles are the sole responsibility of the vehicle owner.
- 30. POTENTIAL HAZARDS:** Tenant is hereby advised that certain components of the subject building may or may not contain materials which are known or suspected to be hazardous to health, including but not limited to asbestos, and lead based paint. Tenant shall not remove building components, puncture apartment unit ceilings, disturb ceiling acoustic material (if present), disturb heater insulation, behind wall plumbing or electrical components, or any other structural or construction components at any time. In the event that tenant notices any faulty building component whatsoever, tenant shall notify building management immediately so that proper repair or replacement can be arranged. Tenant shall not maintain hazardous materials of any kind anywhere on or about the premises.
- 31. PROPOSITION 65 NOTICE:** In addition to paragraph 30 herein, Owner/Agent hereby provides Tenant with the posted warning as set forth under provisions of Proposition 65 as follows: WARNING. THIS AREA CONTAINS CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER AND BIRTH DEFECTS OR OTHER REPRODUCTIVE HARM.
- 32. ACCEPTANCE OF PREMISES:** Tenant acknowledges that Tenant has thoroughly examined the Premises and all personal property situated therein, and that no statements or representations not expressed herein as to the past, present or future condition or repair thereof, or any building of which they are a part have been made by or on behalf of Owner/Agent. By taking possession hereunder, Tenant acknowledges that the Premises are ready for occupancy and in good and sanitary order, condition and repair, and hereby waives any claim or right on account of the condition or repair of such Premises or of such personal property except as noted and acknowledged by Owner/Agent in the Statement of Unit Condition and Security Deposit Return during the move-in inspection.
- 33. ADDITIONAL TERMS AND CONDITIONS:** Attached herewith are the Lease Addendum: Smoke Detector/Window Security Bar Agreement, Notification to Tenant of the House Rules, Pool Rules (for buildings with pools), Emergency Procedures for Tenants, Move-Out Cost Schedule, Lapham Company Cleaning Contract, Addendum Regarding No Cash Rent Payment Policy, Pest Control Lease Addendum, Mold Notification Addendum, Megan's Law Notification, Lead-Based Paint and/or Lead Based Paint Hazards, Move-in/Move-out Itemized Statement, Move-In Walk-Through Check-List, EPA Brochure; Protect Your Family From Lead in Your Home, and if applicable Residential Parking Agreement, Pet Agreement, and

Guarantee of Rental Agreement. Tenant acknowledges receipt of same, and Additional terms (if any): _____

34. LOST OR STOLEN KEYS OR GARAGE GATE TRANSMITTER: In the event that Tenant’s key(s) or garage gate transmitter(s) are lost or stolen, Tenant must notify Owner/Agent at once in order to preserve the security of the subject building provided by such key(s) or transmitter(s). Tenant is responsible for the cost of re-keying any and all locks as a result of the lost or stolen key including common area locks, building perimeter door locks, and apartment locks. The tenant shall also be responsible for the cost of distribution of new keys to all building tenants. The cost of re-coding the garage gate operator and transmitter replacement shall be paid by Tenant in the event of a lost or stolen garage gate transmitter and the cost of distribution to all building tenants.

35. ENTIRE AGREEMENT: The foregoing constitute the entire agreement between the parties and may be modified only by prior written notice from Owner to Tenant with 30 day advance notice. The following exhibits, if any, have been made a part of this agreement before the parties execution hereof: Smoke Detector/Window Security Bar Agreement, House Rules, Pool Rules (for buildings with pools), Emergency Procedures for Tenants, Move-Out Cost Schedule, Lapham Company Cleaning Contract, Addendum Regarding No Cash Rent Payment Policy, Pest Control Lease Addendum, Mold Notification Addendum, Megan’s Law Notification, Lead-Based Paint and/or Lead Based Paint Hazards, Move-in/Move-out Itemized Statement, Move-In Walk-Through Check-List, EPA Brochure; Protect Your Family From Lead in Your Home, and if applicable Residential Parking Agreement, Pet Agreement, and Guarantee of Rental Agreement and Tenant acknowledges receipt of same.

36. RENTER’S INSURANCE: Owner strongly urges Tenant to obtain a policy of Renter’s Insurance including damage, liability, lost key and property coverages at a minimum. Tenant's property is not insured by Owner/Agent. Tenant is not a co-insured and is expressly excluded from any insurance policy held by Owner/Agent which is now in effect or becomes effective during the term of this Agreement.

37. ATTORNEYS' FEES: If any legal action or proceeding is brought by either party to enforce any part of this Agreement, each party shall be responsible for their own attorneys' fees, court costs, and costs incurred.

38. QUIET ENJOYMENT: Tenant shall not violate any criminal or civil law, ordinance or statute in the use and occupancy of the premises, commit waste or nuisance, annoy, molest or interfere with any other Resident or Neighbor. Any such action may result in the immediate termination of this Agreement as provided herein and by law.

If, during the term of this lease, as valuable consideration, sufficiency of which is acknowledged by both parties, the tenant is entitled to any rent concession (i.e. "\$500 off move-in rent, 2nd month free with year lease") and does not stay for the entire term of the year lease, any rent concession is immediately due and payable and is chargeable against security deposit if not paid by Tenant.

The undersigned Tenant(s) hereby acknowledge of a copy hereof.

Tenant Signature: _____Date: _____

William Li

Driver's License # _____

Tenant Signature: _____Date: _____

Max Phillips

Driver's License #: _____

_____Date: _____

Agent for the Owner
The Lapham Company, Inc.
4844 Telegraph Avenue
Oakland, CA. 94609

SMOKE DETECTOR /WINDOW SECURITY BAR AGREEMENT

THIS AGREEMENT is entered into June 1, 2024, by and between Lapham Company, Inc. (Owner/Agent) and:

William Li, Max Phillips

(TENANT) IN CONSIDERATION OF THEIR MUTUAL PROMISES, OWNER/AGENT AND TENANT AGREE AS FOLLOWS:

- 1

Tenant is renting from Owner/Agent the premises located at:
2415 College Avenue - Berkeley, CA 94704 unit # 33
- 2

This agreement is an Addendum and part of the Rental Agreement and/or Lease between Owner/Agent and Tenant.
- 3

The premises is equipped with a smoke detection device(s).
- 4

The Tenant acknowledges the smoke detector(s) was tested and its operation explained by management in the presence of the Tenant at time of initial occupancy and the detector(s) in the unit was working properly at that time.
- 5

Each Tenant shall periodically perform the manufacturer's recommended test to determine if the smoke detector(s) is (are) operating properly.
- 6

Provided the smoke detector device(s) in the subject apartment is (are) battery operated, each Tenant understands that smoke detector(s) and alarm is a battery operated unit and it shall be each Tenant's responsibility to:

a. insure that the battery is in operating condition at all times;

b. replace the battery as needed (unless otherwise provided by law);

c. if, after replacing the battery, the smoke detector(s) do not work, inform the Owner or authorized agent immediately in writing.
- 7

Tenant(s) must inform the Owner/Agent or authorized agent immediately in writing of any defect, malfunction or failure of any detector(s).
- 8

Tenant has been instructed in the use and maintenance of the window security bar release mechanisms in accordance with the Oakland Residential Security Ordinance (11989CMS) <Where applicable>.

/ / : INITIAL BOX ONLY IF WINDOW SECURITY BARS ARE INSTALLED ON BEDROOM WINDOWS

Tenant Signature: _____Date: _____

William Li

Tenant Signature: _____Date: _____

Max Phillips

_____Date: _____

Agent for the Owner
The Lapham Company, Inc.
4844 Telegraph Avenue
Oakland, CA. 94609

HOUSE RULES

- 1) RESIDENTIAL USE- Each unit is for Tenant use only. All adult occupants must have formally completed a credit application, been approved by Owner/Agent and signed a lease prior to occupancy. Violation is grounds for termination of tenancy for all parties occupying the unit. Occupancy maximum limits are for 2 persons per studio, and/or 2 persons per bedroom, plus one additional person.
- 2) STORAGE- Nothing shall be stored in common areas. Nothing with a value exceeding \$100 shall be stored in approved storage areas.
- 3) BALCONIES- Nothing shall be altered or constructed, stored in or be removed from the balconies. Nothing is to be placed on balconies or balcony railings including, but not limited to, laundry or clothing. No barbecues may be used on balconies at any time.
- 4) NUISANCE- No noxious or offensive activity shall be carried out on or anything done which may be or become an annoyance to other tenants. City Noise Ordinance shall apply at all times in this tenancy.
- 5) ROOF- No outside TV antenna, aerial or radio pole shall be erected. No person shall walk, sit, or be on any roof without prior written permission of the Management. No exterior furniture or other objects are to be placed on the roof at any time without prior written consent from Owner.
- 6) WINDOW COVERINGS- All window coverings shall be of a color and fabric approved by the Management.
- 7) WATER BEDS- Tenants installing waterbeds must provide evidence of waterbed insurance to the Owner/Agent, naming Owner/Agent as additionally insured, within 30 days of occupancy.
- 8) HALLWAYS- No garbage, debris, refuse, boxes, bags, personal property, plants, or any items blocking clear egress, etc. shall be left in the common hallways for any length of time.
- 9) SHOPPING CARTS- Are not to be brought onto the property. The law imposes misdemeanor penalties for stealing and abandoning shopping carts. At the very least shopping carts create a shabby appearance and are very noisy in the hallways.
- 10) LOCKED DOORS- Any locked doors are not to be tampered with or propped open. Do not allow unknown persons to follow you into the building.
- 11) ALTERATIONS- Any alterations, additions are strictly prohibited without the owners prior written permission.
- 12) DAMAGE TO COMMON AREAS- Any damage to the common area caused by a tenant, guest or delivery man will be repaired at the expense of the responsible tenant.
- 13) GUESTS- No guest shall remain on the premises for more than 15 days without prior written permission of the Owner/Agent. Tenants are responsible for the acts of their guests while they are on the property.
- 14) NOISE- It is imperative that no loud noises be produced in any unit at any time. Stereo's, TV's, and musical instruments should be played at appropriate hours (please observe quiet hours). Consider using headphones for your stereo after 9:00 p.m. Refrain from using a vacuum cleaner between the hours of 10:00 PM and 8:00 am .
- 15) GARBAGE AREAS- It is imperative that garbage be placed in the appropriate receptacle. Do not leave garbage on top of the dumpsters or on the ground by the dumpster area. Boxes are to be broken down so that they lay flat in the dumpster. Mattresses' and old furniture are to be hauled away by the responsible party. Do not put them in the dumpsters as there will be no room for other garbage.
- 16) GARAGE AND PARKING RULES- If your unit has parking assigned to it, please use only it. in the event of unauthorized use of a parking space, Owner/Agent reserves the right to exercise all lawful remedies, including but not limited to, causing the unauthorized vehicle to be towed away at the expense of the owner of said vehicle. If someone is parked in your space, inform the building management and they will seek remedy. Someone parking in your space does not authorize you to infringe on another tenants rights by parking in their space.
- 17) INOPERATIVE VEHICLES- No inoperative vehicles will remain on the premises. Operative vehicles are moved at least once per week, Inoperative vehicles are subject to notice and towing off premises at vehicle owners expense.
- 18) **ALL VEHICLES ON THE PREMISES MUST BE DULY AND CURRENTLY REGISTERED. UNREGISTERED VEHICLES ARE SUBJECT TO NOTICE AND TOWING OFF PREMISES AT VEHICLE OWNERS EXPENSE.**
- 19) HAZARDOUS MATERIALS- Storage of flammable substances such as propane, gasoline, kerosene, poisons, or hazardous or toxic substances etc. is strictly prohibited.
- 20) VEHICLE REPAIRS- No vehicle repairs of any kind, including oil changes, are allowed on the premises at any time.
- 21) CAR WASHING- Washing of any vehicle on the premises is strictly prohibited.
- 22) DOUBLE PARKING- No double parking will be allowed (two cars in one space) where one car inhibits the normal egress from the parking area. Vehicles may not block sidewalks, driveways, or egress paths. Violators are subject to being towed from the property at Vehicle Owner's expense.
- 23) CAR STEREOS AND HORNS- As a courtesy to your neighbors, please reduce the volume on your stereo when on the property, especially at night. If a guest is going to pick you up, the proper procedure is for them to find a suitable parking space on the street, and ring your buzzer. The tenant will be held accountable for any guest who parks in the driveway and blasts their horn.
- 24) SOLICITORS- Solicitors are not allowed in the building. Tenant shall not solicit other tenants in the building, and shall not allow solicitors into the building.
- 25) LAUNDRY ROOM- The laundry room hours are between 7:00 am and 10:00 PM. Please clean the lint traps when done using the dryers. Fabric softener towels, lint and detergent boxes should be placed in the appropriate receptacles. Badly soiled and greasy clothes should not be placed in the laundry room machines. Be careful not to overload the machines as this hampers the ability of the machines to perform adequately. Owner/Agent is not responsible for malfunction of laundry equipment or for laundry or other personal property left in the laundry room.
- 26) MAINTENANCE REQUESTS- Should be made to the Management between the hours of 9:00 am and 5:00 PM Monday through Friday. Information on after hours building emergencies is on the voicemail system at the Management Office (510) 594-7600. Maintenance requests are to be made in writing using forms provided by Owner/Agent, by letter, or by www.laphamcompany.com
- 27) MINOR CHILDREN- Minor children (tenants and guests) must be adequately supervised at all times. Children under the age of 14 years old should always have a responsible adult in attendance.
- 28) ELECTRIC LIGHT BULBS- Each unit is completely furnished with light bulbs. Thereafter, when light bulbs are needed, it is the Tenants responsibility to replace them.

29) BARBECUES- Barbecues are absolutely prohibited indoors and on any balcony whether or not it is a wooden deck or cement deck. Barbecues may be used on ground floor concrete surfaces in designated common areas of the property in a responsible manner. The Tenant must take precautions that smoke does not enter another Tenant's apartment. Open flames must be placed in areas where they will not be deemed a fire hazard to the building. Any damage caused by the use of barbecues is solely the responsibility of the Tenant.

30) DELIVERIES- Tenants are responsible for making delivery arrangements for their parcels. Building Management is prohibited from accepting delivery on behalf of a Tenant. if you cannot be home to meet a delivery man, have the parcels delivered to your place of work.

31) INSURANCE- Tenants are advised to carry sufficient insurance on their automobiles and all personal belongings to avoid financial loss in the event of fire, theft or other casualty. This coverage is not provided by the buildings insurance policy.

32)LOCKS / LOCK-OUTS- Tenants shall take care not to lock themselves out of the premises. Owner/Agent does not guarantee the ability to arrange for access for a locked-out Tenant, and hereby advises Tenant that Tenant shall be responsible for the cost of a locksmith service if such is required. All keys must be returned to Owner/Agent when Tenant vacates, or the charge of replacement shall be deducted form Tenant security deposit. Owner/Agent shall have a key to each and every lock of the premises. If Tenant changes the lock(s) and fails to provide Owner/Agent with a key upon demand, Owner/Agent may re-key the premises and charge the Tenant for said cost. Tenant shall be solely responsible for all costs associated with building and/or unit keys issued to Tenant that are subsequently lost or stolen.

33) SMOKING- Smoking is not allowed and is restricted by local ordinance

34) MISCELLANEOUS- Owner/Agent reserves the right, upon thirty (30) days written notice to Tenant, to make further reasonable rules and regulations as in its judgment may, from time to time, be needed for the safety, care, cleanliness and protection and operation of the premises, and for the preservation of good order therein.

Tenant Signature:	_____	Date:	_____
	William Li		
Tenant Signature:	_____	Date:	_____
	Max Phillips		

_____	Date:_____
Agent for the Owner	
The Lapham Company, Inc.	
4844 Telegraph Avenue	
Oakland, CA. 94609	

BUILDING EMERGENCY PROCEDURES

BUILDING ADDRESS	2415 College Avenue - Berkeley, CA 94704	unit #	33
-------------------------	---	--------	-----------

We provide this information to all Residents in compliance with Title 19, Section 17-33 (f) of the California Administrative Code, and it is referred to as a Pre-Emergency Plan. If you should have any specifics as to the Plan, or your particular building, please contact the management office at once so that we can provide you with the proper answer(s). We ask that you review the enclosed information from time to time in order to refresh your memory and equip yourself for emergency response. We also ask that you familiarize yourself with the fire escapes of your building, along with the placement of fire extinguishers. Remember, **DO NOT USE THE ELEVATOR IN CASE OF FIRE OR BUILDING EMERGENCY.**

It is often the case that in most emergency situations, time is of the essence, and a timely response or action is very important. It is our intention to help facilitate a timely response in an emergency situation which may threaten the safety of Residents of the buildings which are under management. While this information may not be all-inclusive, we hope that it serves as a reminder of some standard procedures in the case of building related emergency(s).

BUILDING SECURITY

To a great extent, building security depends upon the cooperation of all its residents. In gated parking areas, make certain that strangers do not enter as you are entering or exiting the parking area. For single entry buildings, **DO NOT** allow entry by any unidentified or unexpected visitors. Make certain the entry door closes behind you. Exterior building lights should be in proper working order at all times. If you notice malfunctioning lights in any of the building common areas at any time, please contact the Resident Manager or Management Office at once. Building and apartment locks are to properly function at all times. In the event that you notice a lock not function on either common area doors or your apartment door at any time, please notify the Resident Manager or Management Office immediately.

GARAGE PROCEDURES

1. Do not allow persons to follow you into the garage. All authorized persons have their own means to enter the garage via key or genie. If an unknown person follows you into the garage, or is seen in the garage, do not confront them, stay in your vehicle, drive out of the garage, and call the Police immediately.
2. Please watch to make sure the garage gate closes securely behind you when entering or exiting the garage. A few extra moments paying attention to this detail can be very important.
3. If you loose your genie (garage gate operator transmitter) or key, or if the garage gate malfunctions, please notify building management immediately.

POWER FAILURE

In the event of a power failure, first determine if the power outage is just in your apartment, in the entire building, or extends to the entire neighborhood. In the event of a building power failure from any cause, hallway emergency lights (if applicable in your building) will come on. In the event of a power failure, **DO NOT** use the elevator, but rather, use the stairways for exit. If you have sensitive electronic equipment, please take those precautions necessary to prevent damage in the event of a power surge when the power is re-activated.

EARTHQUAKE

Stay Calm! It is likely that in an earthquake, you are safest remaining in your apartment until certain that you can leave.

In the event of an earthquake which affects the building, calmly following some basic procedures could help insure your safety and protection. If a power failure occurs, make certain that your appliances are turned off as soon as possible. Some helpful and basic earthquake precautions to follow:

1. Remove heavy objects hanging over beds or chairs
2. Move heavy objects away from apartment exits
3. Keep a fire extinguisher available in your apartment
4. Anchor top-heavy furniture to studs in the wall (first get approval)
5. Keep breakable objects on low shelves or cabinets
6. Know where your circuit breaker/fuse panel is and know how to cut off the power to your unit
7. Have someone in your home trained in administration of first aid
8. Have a designated meeting place for your family outside of the building
9. Have emergency supplies on hand which might include the following:
 - Portable transistor radio with extra batteries
 - Flashlights with extra batteries
 - First aid kit
 - Food supply (not requiring refrigeration or cooking)
 - Drinking water supply for all apartment occupants
 - Large plastic bags for toilet refuse

Note: If needed, water supply can be disinfected by adding 8 to 10 drops of chlorine bleach per gallon. Let the water stand at least 30 minutes before drinking. If possible, water supply can be boiled for disinfecting as well.

To exit the building, proceed to the nearest stairway, and **DO NOT USE THE ELEVATOR.** Contact the Resident Manager or Management Office with any questions and/or for emergency repair requirements. If you plan to leave the building for an extended period of time after such a disaster, please notify Owner/Agent, particularly if your apartment has been damaged.

FIRE EMERGENCY

Each unit is equipped with smoke detectors, and the building is equipped with several fire extinguishers. If you notice smoke anywhere in or around the building, notify the fire department by phoning 911 immediately. If building evacuation is required, **DO NOT USE THE ELEVATOR IN CASE OF FIRE,** but proceed to the nearest stairway and carefully exit the building. Take a moment to locate the exit stairway and fire extinguisher nearest to your unit.

POLICE EMERGENCY

In the event of a police emergency in or around the building, contact the City Police Department immediately by telephoning 911. In the event of a burglary, notify Police as soon as possible.

MEDICAL EMERGENCIES

In the event of a medical emergency, it is advisable to telephone 911 immediately.

FREQUENTLY CALLED TELEPHONE NUMBERS

Management Office:	510-594-7600
Police Emergency:	911
Fire Emergency:	911
SBC Telephone Repairs:	611

DO's and DON'TS:

- DO Report any suspicious persons in or around the building
- DO Report lost keys or garage genies
- DO Participate with your neighbors in "Building and Neighborhood Watch" efforts
- DO Report burned out light bulbs, particularly exterior units
- DO Report problems with elevator, doors, door locks, utility services, and garage gate
- DO NOT attach identification to your keys
- DO NOT follow another car in or out of the garage--gate is timed
- DO NOT prop open doors leading from the building
- DO NOT open the front door for anyone that you don't know

Tenant Signature: _____	Date: _____
William Li	
Tenant Signature: _____	Date: _____
Max Phillips	

MOVE-OUT COST SCHEDULE

This addendum is part of the agreement dated: June 1, 2024, between
The Lapham Company (Owner/ Agent) and:
William Li, Max Phillips
(Tenant). Address: 2415 College Avenue - Berkeley, CA 94704 unit # 33

Monies may be deducted from your security deposit for any of the following:

Unpaid Rent – Rent is due up to and including the last day of occupancy. This provision does not in any way modify Paragraph 3 of the subject lease which states (in part):
Owner/Agent may, but shall not be obligated to apply all or portions of said deposit on account of Tenant’s obligations hereunder. Tenant shall not have the right to apply the Security Deposit in payment of the last months rent.

You moved into a clean apartment and it needs to be just as clean for the next tenant. Reasonable costs for cleaning dirt, grease, soil or other detritus beyond ordinary wear and tear by a Owner/Agent staff member or contract vendor in preparation for the next renter will be chargeable to the departing tenant.

- Cleaning includes but is not limited to the following:
- 1. Carpet
 - 2. Drapes/Blinds/
 - 3. Windows
 - 4. Floors/Walls/Ceilings
 - 5. Appliances
 - 6. Bathroom fixtures including grout and shower walls
 - 7. Removal of pest infestations

Repainting of walls, cabinets, ceilings is charged on a pro-rated schedule suggested by the California Department of Consumer Affairs as follows when repainting is reasonably necessary:

<u>Length of Stay</u>	<u>Deduction</u>
Less than 6 months	Full Cost
6 months to 1 year	2/3 Cost
13 Months to 2 Years	1/3 Cost
2 or more years	No Deduction

Damage:

If in the opinion of the responsible property manager, an element of the apartment cannot be restored to reasonable condition by cleaning, replacement is indicated. Replacement of certain elements shall be according the following amortization schedule as suggested in the California Department of Consumer Affairs *useful life rule* applied in good faith:

- | | |
|--|------------------------------------|
| 1. Damage including picture nail holes in the walls. | <u>Per the painting schedule .</u> |
| 2. Cracked or broken windows | <u>Replacement cost (100%)</u> |
| 3. Torn or damaged screens | <u>Replacement cost (100%)</u> |
| 4. Countertop scratches and burns. | <u>8 Year Amortization</u> |
| 5. Remove smoke detectors or batteries. | <u>Replacement cost (100%)</u> |
| 6. Carpet replacement | <u>8 Year Amortization</u> |
| 7. Window Covering Replacement | <u>5 Year Amortization</u> |
| 8. Shower Door/Wall replacement | <u>8 Year Amortization</u> |
| 9. Refrigerator Replacement | <u>8 Year Amortization</u> |
| 10. Range Replacement | <u>8 Year Amortization</u> |
| 11. Hot Water Heater Replacement | <u>8 Year Amortization</u> |
| 12. Keys to doors and mailbox if not returned | <u>Replacement cost (100%)</u> |

Please be sure your unit condition report is complete and accurate. It is our only record of the condition of your apartment when you move in.

Tenant Signature: _____	Date: _____
William Li	
Tenant Signature: _____	Date: _____
Max Phillips	

Date: _____
Agent for the Owner. The Lapham Company, Inc., 4844 Telegraph Avenue, Oakland, CA. 94609

LAPHAM COMPANY CLEANING CONTRACT

The following is a checklist of all items to be cleaned prior to the return of your security deposit. This list should assist you as you complete your final clean up, and if allowed should result in no deductions for cleaning from your deposit. An inspection will follow completion to verify that all items have been cleaned to our specifications. If at that time the Owner or Agent is not satisfied, there will be a deduction made in your security deposit.

Kitchen

- Clean refrigerator, shelved crisper, under crisper and under foot guard.
- Clean and defrost freezer.
- Clean tile, sink and faucet fixtures.
- Clean floor (including under the refrigerator and stove).
- Check and clean garbage disposal (if applicable).
- Check and clean garbage disposal (if applicable).
- Clean kitchen cabinets, drawers and under sink (interior and exterior).
- Clean dishwasher cabinets, drawers and under sink (interior and exterior).
- Clean dishwasher inside and out (if applicable).
- Clean stove, hood, vent and filter (all should be grease free).
- Clean all counter tops.

Living Room, Dining Room, Bedrooms and Hallways

- Vacuum carpet, including edges. Note: Shampooing the carpets is necessary (however, we recommend that the carpets are cleaned professionally by an approved vendor to avoid damage to carpet or floors).
- Clean baseboards and woodwork throughout the unit.
- Clean drapery rods and dry clean drapes.
- We prefer that an approved vendor cleans all blinds professionally. Avoid blind and drapery cleaners.
- Clean windows and windowsills (inside and out wherever possible).
- Clean and vacuum sliding window door tracks.
- Clean air conditioner, exhaust fans, heater grills/ vents

Bathrooms

- Clean bathtub and shower of all dirt, mold and mildew.
- Clean medicine cabinet out completely.
- Clean mirrors.
- Clean window and windowsill.
- Clean all tile.
- Clean floor.
- Clean sink, toilet, plumbing fixtures, exhaust fans, light fixtures /globes

Balconies, Decks, Patios, Porches, Parking Stalls, Storage Units

- Remove all debris, garbage, furniture, plants, etc.
- Sweep thoroughly.

Garbage and Debris

- Remove and dispose of any debris.
- Do not over load trash bins. If extra trash collection service is required as a result of your vacating said charges will be deducted from your security deposit.

I have read and under stand these instructions.

Tenant Signature: _____	Date: _____
William Li	
Tenant Signature: _____	Date: _____
Max Phillips	

NO CASH RENT PAYMENT POLICY

THIS AGREEMENT is entered into June 1, 2024, by and between Lapham Company, Inc. (Owner/Agent) and: William Li, Max Phillips
(Tenant) IN CONSIDERATION OF THEIR MUTUAL PROMISES, LANDLORD AND TENANT AGREE AS FOLLOWS:

Resident is renting from Owner the premises located at:
2415 College Avenue - Berkeley, CA 94704 unit # 33

This agreement is an Addendum and part of the Rental Agreement and/or Lease between Owner/Agent and Tenant.

Because of increasing difficulties and risks associated with the handling of cash, Effective September 1, 2006, we can no longer accept cash for the payment of rent.

With numerous recent armed robberies in all parts of the city, new banking regulations that make the depositing of cash more and more difficult and cash custody requirements of many property owners that we are not able to meet, we are forced to have a NO CASH PAYMENT OF RENT policy. If you do not have a checking account, money orders of bank checks can be purchased at any U.S. Post Office, bank and most convenience food stores.

Tenant Signature: _____	Date: _____
William Li	
Tenant Signature: _____	Date: _____
Max Phillips	

MEGAN'S LAW NOTICE

Registered Sex Offenders Notice: The California Department of Justice, sheriff’s departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data bases of the locations of persons required to register pursuant to paragraph (1) or subdivision (a) of Section 209.4 of the Penal Code. The data base is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a “900” telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the “900” telephone service.

Pursuant to Section 290.46 of the Penal code, information about specified registered sex offenders is made available to the public via an Internet Website maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

On the net Megan’s Law Database: www.meganslaw.ca.gov

Tenant Signature: _____	Date: _____
William Li	
Tenant Signature: _____	Date: _____
Max Phillips	

BEDBUG NOTIFICATION ADDENDUM

Page _____
of Agreement

This document is an Addendum and is part of the Rental/Lease Agreement, dated 6/1/24 between
(Date)
The Lapham Company, Inc "Owner/Agent" and
(Name of Owner/Agent)
William Li, Max Phillips "Resident" for the premises
(List all Residents as listed on the Rental/Lease Agreement)
located at 2415 College Avenue - Berkeley, CA 94704 Unit # (if applicable) 33
(Street Address)

It is our goal to maintain the highest quality living environment for our Residents. The Owner/Agent has inspected the unit prior to lease and knows of no bedbug infestation. Residents have an important role in preventing and controlling bedbugs. While the presence of bedbugs is not always related to personal cleanliness or housekeeping, good housekeeping can assist with the early detection and make bed bug control easier if it is necessary

1. Previous Infestations

- A Resident shall not bring onto a property personal furnishings or belongings that the Resident knows or should reasonably know are infested with bed bugs, including the personal property of the Resident’s guests.

2. Prompt Reporting

- **If you find or suspect a bed bug infestation, please notify Owner/Agent as soon as possible**, and describe any signs of infestation, so that the problem can be addressed promptly. Please do not wait. Even a few bugs can rapidly multiply to create a major infestation that can spread from unit to unit.
- **Report any maintenance needs immediately.** Bed bugs like cracks, crevices, holes, and other openings. Request that all openings be sealed to prevent the movement of bed bugs from room to room.
- If you suspect a bedbug infestation, or have other maintenance needs, please provide your notice to:

Resident manager or Lapham Company, Maintenance Department,
4844 Telegraph Ave Oakland, 94609 510-594-7600

3. Information about Bed Bugs

- **Bed bug Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.
- **Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.
- Bed bugs can survive for months without feeding
- **Bed bug Bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person’s reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.

- **Common signs and symptoms** of a possible bed bug infestation:

Small red to reddish brown fecal spots on mattresses, box springs, bed frames, linens, upholstery, or walls.

Molted bed bug skins, white, sticky eggs, or empty eggshells.

Very heavily infested areas may have a characteristically sweet odor.

Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.

- For more information, see the Internet Websites of the United States Environmental Protection Agency and the National Pest Management Association.

<http://www2.epa.gov/bedbugs>

<http://www.pestworld.org/all-things-bed-bugs/4>.

4. Cooperation with Pest Control

- Residents shall cooperate with the inspection including allowing entry to inspect any unit selected by the pest control operator until bed bugs have been eliminated and providing to the pest control operator information that is necessary to facilitate the detection **and treatment** of bed bugs

- Prior to treatment, affected Residents will receive a written notice including the date(s) and time(s) of treatment, whether and when the Resident is required to be absent from the unit, the deadline for Resident preparation of the unit and a pretreatment checklist with information provided by the pest control operator.

- The Resident shall fulfill his or her responsibilities for unit preparation before the scheduled treatment, as described in the pest control operator's pretreatment checklist.

- Residents shall be responsible for the management of their belongings, including, but not limited to, clothing and personal furnishings.

- If the pest control operator determines that it is necessary for an Owner/Agent or Resident to dispose of items infested with bed bugs, the items shall be securely sealed in a bag that are of a size as to readily contain the disposed material. Bags shall be furnished as needed to Residents by the property owner or pest control operator. All bags shall be clearly labeled as being infested with bed bugs prior to disposal.

- Residents who are not able to fulfill their unit preparation responsibilities shall notify the Owner/Agent at least one business day prior to the scheduled PCO visit for inspection or treatment.

- A Resident must vacate his or her unit if required by the pest control operator for treatment purposes and shall not reenter the unit until directed by the pest control operator to do so.

5. Prevention Recommendations

- Resident should **check for hitch-hiking bedbugs**. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and belongings for signs of bed bugs before you enter your apartment. Check backpacks, shoes, and clothing after visits to friends or family, theaters, or after using public transportation.

- **Thoroughly clean after guests have departed**. Immediately after your guests leave, seal bed linens in plastic bags, until they can be washed and dried on high heat. After your guests have departed, inspect bedding, mattresses and box springs, behind headboards, carpet edges and the undersides of sofa cushions for signs of bed bugs.



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- Resident should **avoid using appliances, electronics and furnishings that have not been thoroughly inspected for the presence of bedbugs**. Make sure that the electronics, appliance, or furniture company has established procedures for the inspection and identification of bedbugs or other pests. This process should include inspection of trucks used to transport appliances, electronics, or furniture. Never accept an item that shows signs of bedbugs. Check secondhand furniture, beds, and couches for any **signs of bed bug infestation** before bringing them home. Never take discarded items from the curbside.
- Use a protective cover that encases mattresses and box springs and eliminates many hiding spots. The light color of the encasement makes bed bugs easier to see. Be sure to purchase a high quality bed bug encasement that will resist tearing and check the encasements regularly for holes.
- Reduce clutter in your home to reduce hiding places for bed bugs.
- Vacuum frequently to remove successful hitchhikers.
- Be vigilant when using shared laundry facilities. Transport items to be washed in plastic bags (if you have an active infestation, use a new bag for the journey home). Remove from dryer directly into bag and fold at home. (A dryer on high heat can kill bed bugs.)

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing

Tenant Signature: _____	Date: _____
William Li	
Tenant Signature: _____	Date: _____
Max Phillips	

Agent for the Owner. The Lapham Company, Inc., 4844 Telegraph Avenue, Oakland, CA. 94609

Date: _____



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PEST CONTROL LEASE ADDENDUM

This addendum is part of the agreement dated: June 1, 2024, between
The Lapham Company (Owner/Agent) and:
William Li, Max Phillips

(Tenant). Address: 2415 College Avenue - Berkeley, CA 94704 unit # 33

From time to time, pest control service is performed at the subject property. A state licensed pest control operator will apply the chemicals used in the service. This pest control lease addendum is intended to comply with Section 8538 of the Business and Professions Code and Civil Code Section 1940.8. Prior to the actual application of pest controlled agents; you will receive a notice from this office advising what pests are being controlled and what chemical agent will be used.

The Code also requires that the following warning and information be provided to you:

CAUTION-PESTICIDES ARE TOXIC CHEMICALS. Structural Pest Control Companies are registered and regulated by the Structural Pest Control Board, and apply pesticides which are registered and approved for use by the California Department of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the state finds that based on existing scientific evidence there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so symptoms similar to common seasonal illness comparable to the flu, contact your physician or poison control center (800-876-4766) and Dewey pest Control at (415)-468-6660 immediately.

"For further information, contact any of the following: Dewey Pest Control at (415) 468-6660. For health questions - the County Agricultural Commissioner (510) 670-5232. For application information - the County Agricultural Commissioner (510) 670-5232. For regulatory information - the Structural Pest Control Board (1418 Howe Avenue, Suite 18, Sacramento, CA 95825, (916) 561-8700."

Tenant Signature: _____ Date: _____
William Li

Tenant Signature: _____ Date: _____
Max Phillips

Agent for the Owner
The Lapham Company, Inc.
4844 Telegraph Avenue
Oakland, CA. 94609

Date: _____

MOLD NOTIFICATION ADDENDUM
TO RENTAL AGREEMENT/LEASE AGREEMENT

This agreement made and entered into between The Lapham Company Inc., (Owner/ Agent) and

William Li, Max Phillips, "Tenant".

Tenant is renting from Owner/Agent the premises located at:


2415 College Avenue - Berkeley, CA 94704 unit # 33

It is our goal to maintain the highest quality living environment for our Tenants. Therefore, know that the Owner/Agent has inspected the unit prior to lease and knows of no damp or wet building materials and knows of no mold or mildew contamination. Tenant is hereby notified that mold, however, can grow if the premises are not properly maintained or ventilated. If moisture is allowed to accumulate in the unit, it can cause mildew and mold to grow. It is important that Tenants regularly allow air to circulate in the apartment. It is also important that Tenants keep the interior of the unit clean and that they promptly notify the Owner/Agent of any leaks, moisture problems, and/or mold growth.

Tenant agrees to maintain the premises in a manner that prevents the occurrence of an infestation of mold or mildew in the premises. Tenant agrees to uphold this responsibility in part by complying with the following list of responsibilities:


- 1. Tenant agrees to keep the unit free of dirt and debris that can harbor mold.
- 2. Tenant agrees to immediately report to the Owner/Agent any significant mold growth on surfaces inside the premises.
- 3. Tenant agrees to notify Owner/Agent of overflows from bathroom, kitchen, or unit laundry facilities, especially in cases where the overflow may have permeated walls or cabinets.
- 4. Tenant agrees to report to the Owner/Agent any significant mold growth on surfaces inside the premises.
- 5. Tenant agrees to allow the Owner/Agent to enter the unit to inspect and make necessary repairs.
- 6. Tenant agrees to use bathroom fans while showering or bathing and to report to the Owner/Agent any non-working fan.
- 7. Tenant agrees to use exhaust fans whenever cooking, dishwashing, or cleaning.
- 8. Tenant agrees to use all reasonable care to close all windows and other openings in the premises to prevent out door water from penetrating into the interior unit.
- 9. Tenant agrees to clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible. (Note: Mold can grow on damp surfaces within 24 to 48 hours.)
- 10. Tenant agrees to notify the Owner/Agent of any problems with the air conditioning or heating systems that are discover by the Resident.

The undersigned Tenant(s) acknowledge(s) having read and understood the forgoing, and receipt of a duplicate original



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Tenant Signature: _____Date: _____
William Li

Tenant Signature: _____Date: _____
Max Phillips

Agent for the Owner
The Lapham Company, Inc.
4844 Telegraph Avenue
Oakland, CA. 94609

Date: _____

DISCLOSURE OF INFORMATION ON
LEAD-BASED PAINT AND/ OR LEAD BASED PAINT HAZARDS

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint chips, and dust can pose health hazards I not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor’s Disclosure

(a) Presence of lead-based paint and /or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing

Explain: _____

(ii) X Owner/ Agent has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Tenant (check (i) or (ii) below):

(i) _____ Owner/Agent has provided the Tenant with all available records and reports pertaining to lead-based paint hazards in the housing (list the documents below).

(ii) X Owner/Agent has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee’s Acknowledgement (initial)

(c) _____ Tenant(s) have received copies of all information listed above.

(d) _____ Tenant(s) have received the pamphlet Protect Your Family from Lead in Your Home.

Agent’s Acknowledgement (initial)

(e) _____ Agent has informed the Owner/Agent of the Owner/Agent’s obligation under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Owner/ Agent: The Lapham Co., Inc.

Tenant Signature: _____ Date: _____
William Li

Tenant Signature: _____ Date: _____
Max Phillips

Agent for the Owner
The Lapham Company, Inc.
4844 Telegraph Avenue
Oakland, CA. 94609

Date: _____





Notice of Tenant Protection Ordinance

In March 2017, the City Council adopted the Tenant Protection Ordinance, to prohibit illegal evictions through the use of fraudulent and/or misleading representations, intimidating conduct, and coercive conduct.

Among other things, the Tenant Protection Ordinance prohibits conduct that may coerce a tenant to vacate a rental unit involuntarily. The following is only a summary of the illegal conduct; for a complete list, you are advised to review the attached copy of the Tenant Protection Ordinance, or review Berkeley Municipal Code 13.79.060.

Landlords must not, in bad faith, engage in any of the following conduct:

- Lies, threats, or use of violence to induce a Tenant to move.
- Threats regarding immigration status.
- Disruption of services to the rental unit.
- Interference with the right of privacy, including inquiries about immigration status.
- Abuse of the right of access to the rental unit.
- Exploitation of disabilities or other traits of the Tenant.
- Failure to perform and complete repairs in a timely and professional manner.
- Threats not to perform repairs and maintenance.
- Failure to accept or acknowledge receipt of a Tenant's rent, or to promptly deposit the rent, or to refuse to provide a receipt.
- Violations of the Tenant Buyout Ordinance (B.M.C.13.79.050)
- Engagement of any Tenant in any form of human trafficking as a condition of that Tenant's continued occupancy of a Rental Unit.

Note: A tenant aggrieved by violations of the Tenant Protection Ordinance may bring a civil action in court against the landlord. Violators may be held liable for damages (including emotional distress, and an additional penalty of up to \$5,000 for each violation against any person who is disabled or age sixty-five or over), court costs, and attorney's fees. For violations related to repairs, Tenants must first provide fifteen days' notice of the violations (see B.M.C. 13.79.060.E.2).

The City, or the Rent Board at the City's behest, may also file a civil action to enforce the Tenant Protection Ordinance.

If you are experiencing any of the conduct detailed above, you may contact the Rent Board for more information, at (510) 981-7368 or rent@cityofberkeley.info.

This disclosure notice is required to be provided at the inception of any tenancy beginning after April 2017, and must be included with any eviction notice. Failure to include this notice is a defense to unlawful detainer (eviction).

2125 Milvia Street, Berkeley, California 94704
TEL: (510) 981-7368 (981-RENT) TDD: (510)981-6903 FAX: (510)981-4910
E-MAIL: rent@cityofberkeley.info INTERNET: www.cityofberkeley.info/rent

1. The parties to this Lease Addendum are as follows: Lapham Company (Landlord/Agent for Owner)

and

William Li, Max Phillips

(Tenant).

2. Tenant voluntarily agrees to the following: Smoking is prohibited in Tenant's unit and all common areas of the multi-unit residence. It is a violation for Tenant, or any other person subject to the control of the Tenant or present by invitation or permission of the Tenant, to engage in smoking in the Tenant's unit or any common area of the multi-unit residence. This smoking prohibition is a material term of the Lease/Rental Agreement, and breach of a material term by the tenant may constitute "good cause" for eviction under the Berkeley Rent Stabilization and Eviction for Good Cause Ordinance. (Berkeley Municipal Code Section

For purposes of this Lease Addendum, the terms "smoke", "unit", "common area", and "multi-unit residence" are as defined in the Berkeley Municipal Code, Chapter 12.70.

The use of medical cannabis by a person for whom using medical cannabis is not a crime under California law shall not constitute smoking in a unit of a multi-unit residence.

3. By agreeing to this Lease Addendum, the parties intend to incorporate this agreement into the lease with the full force and effect as the terms enumerated in the parties' initial Lease/Rental Agreement.
4. Tenant acknowledges that he/she is under no legal obligation to consent to this Lease Addendum but is agreeing to it voluntarily.
5. In all other respects, the terms of the original agreement shall remain in effect.

By signing below, the undersigned parties acknowledge that they have read, understood, and agree to this Lease Addendum.

Tenant Signature: _____	Date: _____
William Li	
Tenant Signature: _____	Date: _____
Max Phillips	

PLEASE COMPLETE

NAME(S) William Li, Max Phillips

ADDRESS 2415 College Avenue - Berkeley, CA 94704 unit #: 33

EMAIL ADDRESS(ES)

HOME PHONE NUMBER(S)

WORK PHONE NUMBER(S)

EMERGENCY PHONE NUMBER(S)

PARKING SPACE NUMBER

STORAGE SPACE NUMBER

DO YOU HAVE A GARAGE DOOR OPENER? YES _____ NO _____

VEHICLE(S) MAKE

VEHICLE(S) LICENSE PLATE #

VEHICLE(S) COLOR

This information will be confidential. It is be used for emergency purposes only. If there are any changes, please notify the resident manager or The Lapham Company.

THANK YOU, The Lapham Company

MOVE-IN/MOVE-OUT ITEMIZED STATEMENT

Resident Name	Initial Inspection Date	Initial Inspection By	Final Inspection Date	Final Inspection By
William Li, Max Phillips				
Address/Apt.#	city	State	zip	Move in Date
2415 College Avenue - Berkeley, CA 94704			33	6/1/2024

The condition of these premises is clean undamaged, in good working order and adequate for customary use unless otherwise noted hereon. Use codes and comments to describe exceptions. Cross out items not applicable.

Codes: NCC – needs complete cleaning REP – Replace SC – Needs spot cleaning SP – Needs spot painting
RPR – needs repair PT – Needs painting SCR – Scratched CLN - Clean NEW – new

KITCHEN	Move-In Inspection	Initial Inspection	Final Inspection
	Ceiling		
	Doors		
	Walls		
	Floors		
	Hood/Filter		
	Fan/Light		
	Counter top		
	Sink/faucets		
	Drains/Disposal		
	Cabinet/doors		
	Shelves/Drawers		
	Under sink		
	Windows		
	Screens		
	Curtains/Blinds		
	Elec Fixtures		
Light Bulbs			
STOVE/OVEN	Move-In Inspection	Initial Inspection	Final Inspection
	Stove-Outside		
	Burners		
	Drip pans		
	Vent		
	Timer/Controls		
	Oven surfaces		
	Oven racks		
	Broiler pan		
REFRIGERATOR	Move-In Inspection	Initial Inspection	Final Inspection
	Inside (all parts)		
	Outside		
DISHWASHER	Move-In Inspection	Initial Inspection	Final Inspection
	Outside Controls		
	Inside (all parts)		
LIVING ROOM	Move-In Inspection	Initial Inspection	Final Inspection
	Walls		
	Ceiling		
	Doors		
	Windows		
	Screens		
	Drapes/Blinds		
	Shades/		
	Floor		
	Closet		
	Elec fixtures		
	Light bulbs		
	Fire place		
1 st BATH	Move-In Inspection	Initial Inspection	Final Inspection
	Ceiling		
	Walls/Tile		
	Floors		
	Cabinets		
	Shelves		
	Doors		
	Mirror		
	Tub/Shower		
	Caulking		
	ShowerDr/Tracks		
	Basin		
	Drains		
	Faucets		
	Counter tops		
	Exhaust		
	Bowl/Seat		
Towel racks			
Window			
Screen			
Elec fixture			
Light bulbs			
2nd BATH	Move-In Inspection	Initial Inspection	Final Inspection
	Ceiling		
	Walls/tile		
	Floors		
	Shelves		
	Doors		
	Mirror		
	Tub/ Shower		
	Caulking		
	Shower Dr/ Tracks		
	Basin		
	Drains		
	Faucets		
	Counter tops		
	Exhaust fan		
	Bowl/ Seat		
	Towel racks		
Window			
Screen			
Electric Fixtures			
Light bulbs			
DINING ROOM	Move-In Inspection	Initial Inspection	Final Inspection
	Walls		
	Ceiling		
	Doors		
	Windows		
	Screens		
	Drapes/Blinds		
	Shades/		
	Floor		
	Elec fixtures		
	Light bulbs		

Comments:

Codes: **NCC** – needs complete cleaning
RPR – needs repair

REP – Replace
PT – Needs painting

SC – Needs spot cleaning
SCR – Scratched

SP – Needs spot painting
CLN - Clean

NEW – new

1st BEDROOM	Move-In Inspection	Initial Inspection	Final Inspection
	Walls		
	Ceiling		
	Doors		
	Windows		
	Screens		
	Drapes/Blinds		
	Shades/ _____		
	Floor		
	Closet		
	Elec fixtures		
	Light bulbs		

2nd BEDROOM	Move-In Inspection	Initial Inspection	Final Inspection
	Walls		
	Ceiling		
	Doors		
	Windows		
	Screens		
	Drapes/Blinds		
	Shades/ _____		
	Floor		
	Closet		
	Elec fixtures		
	Light bulbs		

3rd BEDROOM	Move-In Inspection	Initial Inspection	Final Inspection
	Walls		
	Ceiling		
	Doors		
	Windows		
	Screens		
	Drapes/Blinds		
	Shades/ _____		
	Floor		
	Closet		
	Elec fixtures		
	Light bulbs		

HALL/STAIRS/ENTRY	Move-In Inspection	Initial Inspection	Final Inspection
	Walls		
	Ceiling		
	Doors		
	Windows		
	Screens		
	Drapes/Blinds		
	Shades/ _____		
	Floor		
	Closet		
	Elec fixtures		
	Light bulbs		

Move in Inspection:

Tenant Signature

Date

Tenant Signature

Date

Tenant Signature

Date

Owner/Agent

Date

Initial Inspection:

Owner/Agent

Date

Final Inspection:

Owner/Agent

Date

SERVICE PORCH	Move-In Inspection	Initial Inspection	Final Inspection
	Walls		
	Ceiling		
	Doors		
	Windows		
	Screens		
	Drapes/Blinds		
	Shades/ _____		
	Floor		
	Closet		
	Elec fixtures		
	Light bulbs		

FRONT PORCH	Move-In Inspection	Initial Inspection	Final Inspection
	Elec fixtures		
	Light bulbs		

BACK PORCH	Move-In Inspection	Initial Inspection	Final Inspection
	Elec fixtures		
	Light bulbs		

GARAGE/CARPORT	Move-In Inspection	Initial Inspection	Final Inspection
	Elec fixtures		
	Light bulbs		
	Remote/ Opener		

MECHANICAL	Move-In Inspection	Initial Inspection	Final Inspection
	Hot water heater		
	Furnace		
	Air conditioner		
	Smoke detector		
	Thermostat		

# of KEYS	Move-In Inspection	Initial Inspection	Final Inspection
	Door		
	Laundry Room		
	Mail Box		

According to State Law

Any security shall be held by the Owner/Agent for the tenant who is party to the lease or agreement. The claim of a tenant to the security shall be prior to the claim of any creditor for the Owner/Agent. (civil Code Section 1950.5 (d).

According to Civil Code Section 1950.5 (b), the security deposit may be used by the Owner/Agent for any purpose, including, but not limited to, any of the following:

(1) The compensation of a landlord for a tenant's default in the payment of rent.

(2) The repair of damages to the premises, exclusive of ordinary wear and tear, caused by the tenant or by a guest or licensee of the tenant.

(3) The cleaning of the premises upon termination of the tenancy necessary to return the unit to the same level of cleanliness it was in at the inception of the tenancy. The amendments to the paragraph enacted by the act adding this sentence shall apply only to tenancies for which the tenant's right to occupy begins after January 1, 2003 (Amendment underlined)

(4) To remedy future defaults by the tenant in any obligation under this rental agreement to restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear, if the security deposit is authorized to be applied thereto by the rental agreement.

From the time of the initial inspection until the termination of the tenancy, the tenant may remedy the deficiencies identified in the initial inspection in a manner consistent with the rights and obligations of the parties under the rental agreement, in order to avoid deductions from the security deposit.

The law allows the Owner/Agent to use the security deposit for legal deductions itemized in this statement that are not corrected by the Resident prior to the termination of tenancy or that were no identified due to the presence of the Residents' possessions during the time of the initial inspection. It also allows Owner/Agent to use the security deposit to correct any damages that occur to the unit/property between the time of the initial inspection and the termination of the tenancy.

A final itemized statement will be sent to you within 3 weeks (21 days) after the Owner/Agent has regained possession of the premises.

MOVE-IN WALK THROUGH CHECKLIST

- ☐ Demonstrate Garbage Disposal operation
 - ☞ Turn water on, turn on disposal, slowly add food, turn off disposal, let water run for 60 seconds.
 - ☞ Demonstrate reset button on bottom of disposal.
- ☐ Pilot lights lit
 - ☞ Turn off gas and notify PG&E if not lit.
 - ☞ PG&E will perform a free re-light and inspection
- ☐ Heater Location
- ☐ Radiator On/Off demonstration
 - ☞ Radiator is either all the way on, or all the way off.
 - ☞ Mid-way does not produce mid-way heat. It does produce drips and knocking sounds.
- ☐ Circuit Breaker/Fuse Box Location
 - ☞ Do not use larger fuses than recommended.
- ☐ Smoke Detector Test demonstration
- ☐ Window Bar Release Demonstration
 - ☞ If Applicable, close window bars after opening
- ☐ Demonstrate Intercom
- ☐ Remove old Lock-Box and return to Lapham Company Inc.
 - ☞ If Applicable
- ☐ Fire Extinguisher location
- ☐ Laundry Room location
 - ☞ Confirm laundry room key
- ☐ Garbage/ Recycling location
- ☐ Parking Space location
- ☐ Mailbox location
 - ☞ Confirm mailbox key is included and works if applicable

Tenant Signature: _____Date: _____

William Li

Tenant Signature: _____Date: _____

Max Phillips



The Lapham Company, Inc.
4844 Telegraph Ave
Oakland, CA 94609
510-594-7600
www.laphamcompany.com

Welcome Home!

Below are some important numbers and tips to help you move-in and maintain your home as comfortable as possible.

IMPORTANT NUMBERS

New Service		
AT&T Telephone	800-310-2355	
PG&E Electric and Natural Gas Service	800-743-5000	(24 Hours/7 Days)
Comcast Cable	800-266-2278	
EBMUD (Water Service)	866-403-2683	

Emergency Numbers	
Police, Fire, or Medical Emergency	911
Lapham 24Hours Emergency Answering Service	510-649-5743

Non-Emergency Numbers	
Lapham Company	510-594-7600
Oakland Police NON-emergency	510-777-3333
Berkeley Police NON-emergency	510-981-5900
El Cerrito Police NON-emergency	510-215-4400
Alameda Police NON-emergency	510-522-2423
San Leandro Police NON-emergency	510-577-2740
Piedmont Police NON-emergency	510-420-3000

HELPFUL MAINTENANCE ITEMS

- ⚠ For apartment maintenance, please provide a completed written Maintenance Request Form to your On-Site Resident Manager (or to our office if your building does not have an On-Site Resident Manager). Maintenance Request Forms can be found in building common areas, at our office, and a fill-in Maintenance Request Tool is available for submission online.
- ⚠ For your safety and the safety of others, please ensure that furniture or other personal property items never block the heater vents.
- ⚠ Please allow proper ventilation in your unit by keeping bathroom fans on and windows open during showers, and keeping furniture a few inches from the walls. This will allow proper circulation of air throughout the unit.
- ⚠ If gas appliance pilot lights are not lit, please call PG&E for free re-light and inspection.

Tenants:

William Li, Max Phillips

Address:

2415 College Avenue - Berkeley, CA 94704

 unit #:

33

Terms commence on:

June 1, 2024

Visit our **Tenant Services** page at www.laphamcompany.com.

TENANT'S COPY
Tear off and give to tenant at lease signing

THE LAPHAM COMPANY
4844 Telegraph Avenue, Oakland, CA 94609
510-594-7600

1. CALIFORNIA RENT STABILIZATION ADDENDUM

1.1 AB 1482 - CALIFORNIA RENT STABILIZATION ORDINANCE

This is an addendum to the certain Rental Lease Agreement ("RLA") signed between the Owner and the undersigned tenant(s) ("Tenant"):

Whereas, Tenant rents from Owner the Premises located at:

2415 College Avenue - Berkeley, CA 94704

Whereas, the lease addendum is part of the RLA between owner and tenant, in consideration of their mutual promises owner and tenant agree and understand the following provision:

This unit is subject to the **California Rent Stabilization Ordinance**. The parties acknowledge that this RLA is subject to the California Rent Stabilization Ordinance and Tenant acknowledges that Owner by this section of the RLA is providing written notice to Tenant that California Law limits the amount your rent can be increased. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, an Owner must provide a statement of cause in any notice to terminate a tenancy.

If any additional adult tenants are added to the lease before an existing tenant has continuously and lawfully occupied the residential real property for 24 months, then this subdivision shall only apply if either of the following are satisfied: (1) all of the tenants have continuously and lawfully occupied the residential real property for 12 months or more; or (2) one or more tenants have continuously and lawfully occupied the residential real property for 24 months or more."

For rental units subject to just cause under state law, "just cause" to terminate the tenancy includes termination "if the owner, or their spouse, domestic partner, children, grandchildren, parents, or grandparents, unilaterally decides to occupy the residential real property."

AB 1482 New Construction Exemption does not apply to this property.

This property is not separately alienable from any other dwelling unit.

See Section 1946.2 of the Civil Code for more information.

All of the other terms and conditions of the RLA remain unchanged by this addendum.

Tenant Signature	Date
Tenant(s) Signature	Date
Tenant(s) Signature	Date
Tenant(s) Signature	Date

GUARANTEE OF RENTAL AGREEMENT

1. In consideration of the execution of the Rental Agreement dated June 1, 2024
for the premises located at:
2415 College Avenue - Berkeley, CA 94704 unit # 33
by and between Lapham Company, Inc. (Owner/Agent), and

William Li, Max Phillips

(Tenant), and for valuable consideration, receipt of which is hereby acknowledged, the undersigned: _____

Yifan Li, herein referred to as Guarantor, does hereby
guarantee unconditionally to Owner, Owner's Agent, and/or including Owner's successor and assigns, the prompt payment by Tenant of the
rent or any other sums which become due pursuant to the Rental Agreement, a copy of which is attached hereto, including any and all court
costs or attorneys' fees incurred in enforcing the Rental Agreement.

2. In the event of the breach of any terms of the Rental Agreement by Tenant , Guarantor shall be liable for any damages, financial or
physical, caused by Tenant, including any and all legal fees incurred in enforcing the Rental Agreement.
3. This Guarantee may be immediately enforced by Owner/Agent or Owner's designated representative upon any default by Tenant and an
action against Guarantor may be brought at any time without first seeking recourse against Tenant.
4. The insolvency of Tenant or nonpayment of any sums due from Tenant may be deemed a default giving rise to action by Owner/Agent
against Guarantor.
5. If any legal action or proceeding is brought by either party to enforce any part of this Guarantee, each party shall be responsible for their
own attorneys' fees, court costs, and costs incurred.
6. This guarantee does not confer a right to possession of the premises by Guarantor, and Owner is not required to serve Guarantor with any
notices to terminate or to perform covenants, included any demand for payment or rent, prior to Owner proceeding against Guarantor for
Guarantor's obligations under this Guarantee.
7. Unless released in writing by Owner/Agent, Guarantor shall remain obligated by the terms of the Guarantee for the entire period of the
tenancy as provided by the Rental Agreement and for any extensions granted pursuant thereto.
8. In the event the terms of said rental Agreement are modified by Tenant and Owner/Agent, with or without the knowledge or consent of
Guarantor, Guarantor waives any and all rights to be released from the provisions of the Guarantee and Guarantor shall remain obligated by
said additional modifications and terms of the Rental Agreement.
9. Guarantor hereby consents in advance to any changes, modification, additions, or deletions of the Rental Agreement made and agreed to
by Owner/Agent and Tenant during the entire period of the tenancy.

Guarantor's Signature _____ Date _____

Guarantor's Name (please print) _____

Guarantor's Address _____
City _____ State _____ Zip _____

Area Code _____ Home Phone _____ Email: _____
Area Code _____ Work Phone _____



California Apartment Association Approved Form
www.caanet.org
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